

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Civil No.: _____

Plaintiff

-v-

Amy L. Tatlock a/k/a Amy L-W.Tatlock

Defendant.

COMPLAINT

The United States of America, a Sovereign, by Forsyth, Howe, O'Dwyer, Kalb & Murphy, P.C., Attorneys for the plaintiff, complains and alleges as follows:

1. This is a suit to recover payments due and unpaid on student loans insured by the United States Department of Education under the William D. Ford Federal Direct, Title IV, Part D of the Higher Education Act of 1965 (the "Act"), as amended, 20 U.S.C. § 1087a, et seq.

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1345.

3. Defendant, Amy L. Tatlock a/k/a Amy L-W.Tatlock, is a natural person over the age of twenty-one years who resides at 5

Sunnyside Dr., Wayland, NY 14572, within the jurisdiction of this Court.

4. Defendant entered into the promissory note attached hereto and incorporated herein as **Exhibit "A"**.

5. Defendant has defaulted in making the payments due under said note.

6. That on or about 12/10/04, the Debtor executed a promissory note to secure a Direct Consolidation loan by the United States of America by and through its agency, U.S. Department of Education (hereinafter "Plaintiff"). The loan was disbursed for \$4,915.99 on 1/17/05 at 4.375% interest per annum. The loan was made by the Department of Education under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq (34 C.F.R. Part 685). The Defendant defaulted on the obligation on 12/16/09. A total of \$491.59 in unpaid interest was capitalized and added to the principal balance. The Plaintiff credited a total of \$2,456.76 in payments from all sources, including Treasury Department offsets.

7. Defendant is now indebted to the plaintiff in the total amount of \$5,085.64 as of 4/4/18, as more particularly described in the Certificate of Indebtedness, a copy of which is attached as **Exhibit "B"**.

8. Defendant has failed or refuses to repay said amount, although demand has been made.

WHEREFORE, plaintiff demands judgment against the defendant in the amount of \$5,085.64, which includes principal amount of \$3,879.66 and interest in the amount of \$1,205.98 as of 4/4/18, pre-judgment interest on the principal computed at the per diem rate of \$0.46 on the principal balance of \$3,879.66; post-judgment interest at the legal rate; and Court filing fees in the amount of \$350.00 pursuant to 28 U.S.C. § 2412.

DATED: Rochester, New York January 17, 2019

S/Robert J. Kalb



FORSYTH, HOWE, O'DWYER,
KALB & MURPHY, P.C.
One S. Clinton Ave., Suite 1000
Rochester, NY 14604
(585) 325-7515
Email: kalb@forsythhowe.com

EXHIBIT A

DEC 16 2004 NY

**Direct
Loans**

William D. Ford Federal Direct Loan Program

**Federal Direct Consolidation Loan
Application and Promissory Note**OMB No. 1845-0053
Form Approved
Exp. Date 1/31/2005WARNING: Any person who knowingly makes a false statement or omits material information on this form may be subject to criminal sanctions, including fines and imprisonment, and civil sanctions, including multiple damages.**Before You Begin**

This form should be printed in blue or black ink or typewritten and must be signed and dated by the applicant(s). If you cross out anything and write in new information, put your initials beside the change.

Section A: Borrower Information

1. Last Name <u>WOODARD</u> ^{ATLOCK} ^{ATW.I.}		First Name <u>AMY</u>		Middle Initial <u>A.L.W.</u> ^{L-W.}	2. Social Security Number	
3. Permanent Street Address (if P.O. box, see instructions) <u>5 SUNNYSIDE DR</u>					4. Home Area Code/Telephone Number <u>(585) 728-2064</u>	
City <u>WAYLAND</u>		State <u>NY</u>		Zip Code <u>14572</u>	5. Fax Number (Optional) <u>()</u>	6. E-Mail Address (Optional)
7. Former Name(s) <u>Amy L. Woodard</u>			8. Date of Birth <u>7/1/1971</u>		9. Driver's License Number (put state abbreviation first) <u>(NY)</u>	
10. Employer's Name <u>Self</u>			11. Employer's Address <u>5 Sunnyside Dr.</u>			
12. Employer's Area Code/Telephone Number <u>(585) 728-2064</u>			City <u>Wayland</u>		State <u>NY</u>	Zip Code <u>14572</u>
13. If you are married, does your spouse have an eligible loan(s) (see instructions) that you want to consolidate with your loan(s)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>						

Section B: Reference Information

14. References: Enter the requested information for two relatives or acquaintances who do not live with you and who have known you for at least three years. References may not live outside the United States.

Name	1. <u>SCOTT WOODARD</u>	2. <u>HARTER, KATHLEEN</u>
Permanent Address	<u>11032 RIVER RD</u>	<u>1806 HEMMER RD</u>
City, State, Zip Code	<u>80 CORNING, NY 14830</u> ^{ATW.I.}	<u>WAYLAND, NY 14572</u>
Area Code/Telephone Number	<u>(607) 962-8122</u>	<u>(585) 728-2069</u>

Section C: Spouse Information**To be completed only if you responded "Yes" to Item 13.**

15 Last Name		First Name		Middle Initial	16 Social Security Number
17 Date of Birth		18. Driver's License Number (put state abbreviation first)			19 Fax Number (Optional)
20 Former Name(s)					19 E-Mail Address (Optional)
22 Employer's Name			23 Employer's Address		
24 Employer's Area Code/Telephone Number <u>()</u>			City		State Zip Code

DEC 16 2004

L-W. ALW.T.

Borrower's Name AMY WOODARD TATLOCK						
Borrower's Social Security Number 107-62-6614						
Education Loan Indebtedness (See instructions before completing this section.)						
25. Loan Holder/Service's Name Address, and Area Code/Telephone Number	26. Loan Type	27. B=Borrower S=Spouse J=Joint	28. Account Number	29. Current Balance	30. To Be Consolidated? Yes No	
NYSHESC	B	B		\$5,063.66	Y	
99 Washington Ave.						
ALBANY, NY 12255						
(800) 666-0991						
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L-W, A.L.W.T.

DEC 16 2004

Borrower's Name AMY WOODARD TATLOCK

Borrower's Social Security Number _____

Section E: Repayment Plan Selection

Carefully read the repayment plan information in "Direct Consolidation Loans" that accompanies this application and promissory note to understand your repayment plan options. Then, complete this section to select your repayment plan. Remember—

- All student loans must be repaid under the same repayment plan. Parent PLUS loans may be repaid under a different repayment plan.
- If you select the Income Contingent Repayment Plan, you must complete the "Repayment Plan Selection" and "Income Contingent Repayment Plan Consent to disclosure of Tax Information" forms that accompany this application and promissory note. Your selection cannot be processed without these forms.
- If you want to consolidate a defaulted student loan(s) and you have not made a satisfactory repayment arrangement with your current holder(s), you must select the Income Contingent Repayment Plan.

31. Place an "X" in the box that corresponds to your repayment plan selection for each loan type. Note that Direct PLUS Consolidation Loans cannot be repaid under the Income Contingent Repayment Plan.

	Income Contingent	Standard	Extended	Graduated
STUDENT LOANS <small>Direct Subsidized and Unsubsidized Consolidation Loans</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PARENT LOANS <small>Direct PLUS Consolidation Loans</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section F: Promissory Note (Continued on reverse side)

To be completed and signed by borrower and spouse if applicable.

Promise to Pay:

I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note (note) to discharge my prior loan obligations, plus interest, and other fees that may become due as provided in this note. If I fail to make payments on this note when due, I will also pay collection costs including but not limited to attorney's fees and court costs. If ED accepts my application, I understand that ED will on my behalf send funds to the holder(s) of the loan(s) selected for consolidation in order to pay off this loan(s). I further understand that the amount of this loan will equal the sum of the amount(s) that the holder(s) of the loan(s) verified as the payoff balance(s) on that loan(s) selected for consolidation. My signature on this note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s).

This amount may be more or less than the estimated total balance I have indicated in Section D. Further, I understand that if any collection costs are owed on the loans selected for consolidation, these costs may be added to the principal balance of the consolidation loan.

I understand that this is a Promissory Note. I will not sign this note before reading it, including the text on the reverse side, even if I am

advised not to read the note. I am entitled to an exact copy of this note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities.

If consolidating jointly with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We further understand that we may postpone repayment of the loan only if we provide ED with written requests that confirm Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us at the same time.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

32. Signature of Borrower

Amy L.W. Tatlock

Date

12/10/04

Signature of Spouse (if consolidating Jointly)

Date

EXHIBIT B

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Amy L. Tatlock
Aka: Amy L-W. Tatlock
5 Sunnyside Dr.
Wayland, NY 14572-9761
Account No.)

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 04/04/18.

On or about 12/10/04, the BORROWER executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$4,915.99 on 01/17/05 at 4.375% interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 12/16/09. Pursuant to 34 C.F.R. § 685.202(b), a total of \$491.59 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$2,456.76 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

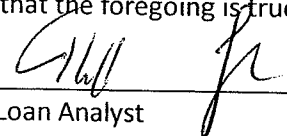
Principal: \$3,879.66
Interest: \$1,205.98

Total debt as of 04/04/18: \$5,085.64

Interest accrues on the principal shown here at the rate of \$0.46 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 8-3-18


Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst

VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF MONROE)

ss:

Robert J. Kalb, being duly sworn, deposes and says:

1. I am an Attorney duly admitted to practice in the Federal Courts of the Western District of the State of New York and have read the foregoing Complaint.

2. The allegations of the Complaint are true, except those matters alleged-on information and belief, and those matters I believe to be true. The grounds of my knowledge and the sources of my information and belief are records of the U.S. Department of Education and public records.

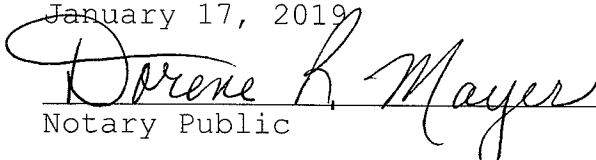
3. This verification is made by me and not by plaintiff because the United States of America is a sovereign.

S/Robert J. Kalb



FORSYTH, HOWE, O'DWYER,
KALB & MURPHY, P.C.
One Chase Square, Suite 1900
Rochester, NY 14604
(585) 325-7515
Fax: (585) 325-6287
Email: kalb@forsythhowe.com

Sworn to and subscribed before on:
January 17, 2019


Notary Public

DORENE R. MAYER
Notary Public State of New York
County of Monroe, #01MA5032253
Commission Expires 8/22/2022